

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

FRESENIUS KABI USA, LLC	)	
<i>Plaintiff,</i>	)	Civil Action No. 15 -3654 (KM-
v.	)	MAH)_
	)	[Consolidated with Civil Action No.
	)	15-3852 (KM-MAH)]
PAR STERILE PRODUCTS, LLC, PAR PHARMACEUTICAL, INC. and PAR PHARMACEUTICAL COMPANIES, INC.	)	
<i>Defendants.</i>	)	
	)	

**CONSENT JUDGMENT BY AND AMONG  
FRESENIUS KABI USA, LLC AND PAR STERILE PRODUCTS, LLC, PAR  
PHARMACEUTICAL, INC., AND PAR PHARMACEUTICAL COMPANIES, INC.**

Fresenius Kabi USA, LLC ("Plaintiff") and Par Sterile Products, LLC, Par Pharmaceutical, Inc., and Par Pharmaceutical Companies, Inc. (collectively, "Defendants") have agreed to terms and conditions representing a negotiated settlement of this action and have set forth those terms and conditions in a Settlement and License Agreement, dated March 18, 2016 (the "Settlement and License Agreement"). Now the parties, having consented and stipulated to the entry of this Consent Judgment, as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction over the parties and the subject matter of this action;
2. Plaintiff has asserted that its United States Patent Nos. 9,006,289, 9,168,238, 9,168,239 ("the patents-in-suit") are enforceable and valid and that the patents-in-suit would be infringed by the manufacture, use, sale, offer for sale, or importation of "Defendants' Products"

(defined as Par Products in the Settlement and License Agreement) as described in Defendants' Abbreviated New Drug Application No. 205366 ("Defendants' ANDA");

3. In view of the Settlement and License Agreement, the parties have agreed to forego any further litigation involving their respective assertions of infringement, invalidity and/or unenforceability;

4. Judgment is hereby entered in favor of Plaintiff, as Defendants have admitted solely with respect to Defendants' ANDA and Defendants' Products, and for no other of their products, that the patents-in-suit are enforceable and valid and that the patents-in-suit would be infringed by the manufacture, use, sale, offer for sale, or importation of Defendants' Products and would be in breach of the terms of the Settlement and License Agreement;

5. Pursuant to 35 U.S.C. § 271(e)(4)(A), the effective date of any approval of the products that are the subject of Defendants' ANDA shall be not earlier than the expiration of the patents-in-suit, unless otherwise authorized by Plaintiff;

6. Pursuant to 35 U.S.C. § 271(e)(4)(B), and 35 U.S.C. § 283, Defendants, including their respective officers, agents, servants, employees, attorneys, and other persons who are in active concert or participation with the individuals who receive actual notice of this Consent Judgment, are enjoined from making, using, offering to sell, or selling within the United States, or importing into the United States, Defendants' Products until the expiration of the patents-in-suit, except to the extent expressly permitted by Plaintiff;

7. Each Party shall bear its own costs, attorneys' fees, and expenses incurred in connection with this action; and

8. This Court retains jurisdiction to enforce or supervise performance under this Consent Judgment and the Settlement and License Agreement.

IT IS SO ORDERED, DECREED, AND ADJUDGED this 28<sup>th</sup> day of March, 2016 by:

  
The Honorable Kevin McNulty  
United States District Judge